

## **EXHIBIT J**

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7                   UNITED STATES BANKRUPTCY COURT  
8                   WESTERN DISTRICT OF WASHINGTON - TACOMA  
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9                   SARAH HOOVER,  
10

11                   Debtor,

12                   SARAH HOOVER,  
13

14                   Plaintiff,  
15

16                   v.  
17

18                   QUALITY LOAN SERVICE  
19                   CORPORATION OF WASHINGTON,  
20                   PHH MORTGAGE CORPORATION DBA  
21                   PHH MORTGAGE SERVICES, HSBC  
22                   BANK USA, N.A. AS TRUSTEE OF THE  
23                   FIELDSTONE MORTGAGE  
24                   INVESTMENT TRUST, SERIES 2006-2,  
25                   NEWREZ, LLC, IH6 PROPERTY  
26                   WASHINGTON, LP, DBA INVITATION  
HOMES.

27                   Defendants.

28                   BK No. 19-42890- MJH  
29

30                   Adv No. 20-04002 – MJH  
31

32                   Chapter 7  
33

34                   SECOND SET OF INTERROGATORIES  
35                   AND REQUESTS FOR PRODUCTION  
36                   TO DEFENDANT PHH  
37

38                   TO: PHH MORTGAGE CORPORATION DBA PHH MORTGAGE SERVICES  
39                   ("PHH"), Defendant;

40                   TO: YOUR ATTORNEYS OF RECORD:

41                   Pursuant to Fed.R.Bankr.P. 7026, 7033, and 7034 which incorporates Rules 26, 33 and  
42                   34 of the Federal Rules of Civil Procedure, Plaintiff, Sarah Hoover (the "Plaintiff") propounds

44                   SECOND SET OF DISCOVERY TO PHH  
45                   Adv No. 20-04002-MJH - 1

46                   HENRY & DEGRAAFF, PS

47                   787 Maynard Ave S

48                   Seattle, WA 98104

49                   Tel# 206-330-0595 / Fax# 206-400-7609

1 this Second Set of interrogatories and requests for production, to which Defendant PHH  
2 Mortgage Corporation dba PHH Mortgage Services (“PHH”) shall respond separately and fully,  
3 in writing and under oath, and will produce documents for inspection and copying for the  
4 documents described therein to the offices of Henry & DeGraaff, PS, 787 Maynard Ave S,  
5 Seattle, WA 98104, within 30 days of the service of these requests on Defendants and in  
6 accordance with the Instructions and Definitions set forth below.

7

## DEFINITIONS

8

9 Notwithstanding any definition below, each word, term, or phrase used in these  
10 Interrogatories is intended to have the broadest meaning permitted under the Federal Rules of  
11 Civil Procedure.

- 12 1. As used herein, the terms “You” and “Your” shall mean PHH Mortgage Corporation dba  
13 PHH Mortgage Services (“PHH”), and all attorneys, agents, and other natural persons or  
14 business or legal entities acting or purporting to act for or on behalf of PHH, whether  
15 authorized to do so or not. By use of the pronoun “you” it is intended that the answers are  
16 to include all information known to or reasonably ascertainable by PHH, your agents,  
17 attorneys, investigators, employees and other representatives.
- 18 2. Any and all data or information which is in electronic or magnetic form should be  
19 produced in a reasonable manner.
- 20 3. “And” “as well as,” and “or” should be construed either disjunctively or conjunctively, as  
21 necessary to bring within the scope of these requests any matter which might otherwise  
22 be construed to be outside their scope.
- 23 4. The masculine gender of any word used herein includes the feminine and the neuter. The  
24 past tense of a verb used herein includes the present tense, and the present tense of any  
25 verb includes the past tense.
- 26 5. “Relate to,” “related to” or “relating to,” as used herein, means directly or indirectly  
referring to, alluding to, having any relationship to, pertaining to, concerning, connected  
with, commenting on, regarding, discussing, mentioning, reflecting, analyzing,  
constituting or embodying in whole or in part.
6. A document “relating” or “referring” to any given subject matter, as used herein, means  
any document that constitutes, contains, embodies, identifies, bears upon or deals with  
that subject, including, without limitation, emails, notes, electronic records, or documents  
concerning the preparation of documents.

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7. “Document” is defined to include any and all manner of electronic, written, typed, printed, emailed, reproduced, filmed or recorded material, and all photographs, pictures, plans or other representations of any kind of anything pertaining, describing, referring or relating, directly or indirectly, in whole or in part, to the subject matter at hand, and the term includes, without limitation:
  - a. Papers, emails, texts, voice mail messages, books, journals, ledgers, statements, memoranda, reports, invoices, work sheets, work papers, notes, transcriptions of notes, letters, correspondence, abstracts, checks, diagrams, plans, blueprints, specifications, pictures, drawings, films, photographs, graphic representations, diaries, calendars, desk calendars, pocket calculators, calculators of any type, lists, logs, purchase orders, messages, resumes, summaries, agreements, contracts, telegrams, telexes, cables, recordings, audio tapes, magnetic tapes, visual tapes, transcriptions of tapes or records, or any other writings or other tangible things on which any handwriting, typing, printing, photostatic, or other forms of communications are recorded or reproduced, as well as all notations on the foregoing;
  - b. Originals and all other copies not absolutely identical;
  - c. All drafts and notes, whether typed, handwritten or otherwise, made or prepared in connection with such document, whether used or not; and
  - d. Any medical record, chart, X-ray, book, log, pamphlet, periodical, letter, report, memorandum, notation, message, record, study, working paper, chart, graph, index, tape, minutes, contract, lease, invoice, record of purchase or sale, correspondence, telegram, cable, electronic or other transcription or taping of telephone or personal conversations or conference, and any and all other written, printed, typed, punched, taped, filmed or graphic matter, however produced or reproduced.
8. “The Account” refers to the account sought to be collected from Ali Suleiman in this case by PHH Mortgage Corporation d/b/a PHH Mortgage Services (“PHH”), HSBC Bank USA, N.A., as Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-2 (“HSBC”), NewRez, LLC (“NewRez”).
9. A request to “name” or “identify” a certain person or persons is deemed to require the person’s full name, last known residence and phone number, job title, employer and employer’s business address and phone number. If the job title, etc. are set out in another answer, their repetition is unnecessary.
10. When asked to “state the facts” your response should include (i) the identity of any persons with any personal knowledge of the facts stated; (ii) the identity of any documents concerning the facts stated; and (iii) the identity of any communications concerning the facts stated.

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 3

HENRY & DEGRAAFF, PS  
787 Maynard Ave S  
Seattle, WA 98104

Tel# 206-330-0595 / Fax# 206-400-7609

11. "Complaint" means the initial complaint and any amended complaints filed in this action.

12. Any word or term not specifically defined: If you contend that a word or term that is not  
2 specifically defined in these requests is vague or capable of multiple meanings that prevent  
3 you from answering the interrogatory, then you should consult the Merriam Webster  
dictionary available online at <http://www.merriam-webster.com> for a definition that is  
4 incorporated into these requests by reference.

13. "Borrower(s)" means the individual from whom Defendant QLS foreclosed against, Ali  
Suleiman and/or his estate in this case.

14. "Property" means the property at issue in this case located at 18205 106th Street East  
Bonney Lake, WA 98391.

15. "Policy" or "Policies" means any practice, procedure, directives, routine, rule, courses of  
conduct or code of conduct, written or unwritten, formal or informal, recorded or  
unrecorded, which was recognized, adopted, issued or followed by you.

16. "QLS" means Defendant Quality Loan Services Corporation of Washington and includes,  
without limitations, any offices, branches and locations of Defendant QLS, as well as any  
of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors,  
representatives, or PERSONS working on its behalf, and its parent organizations,  
affiliates, predecessors, and assignors.

17. "HSBC" means Defendant HSBC Bank USA, N.A. as Trustee of The Fieldstone  
Mortgage Investment Trust, SERIES 2006-2, and includes, without limitations, any  
offices, branches and locations of Defendant HSBC Bank USA, N.A. as Trustee of The  
Fieldstone Mortgage Investment Trust, SERIES 2006-2, as well as any of its attorneys,  
employees, managers, agents, consultants, vendors, contractors, advisors, representatives,  
or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors,  
and assignors.

18. "NewRez" means Defendant NewRez, LLC, and includes, without limitations, any  
offices, branches and locations of Defendant NewRez, LLC, as well as any of its attorneys,  
employees, managers, agents, consultants, vendors, contractors, advisors, representatives,  
or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors,  
and assignors.

19. "IH6" means Defendant IH6 Property of Washington, LP d/b/a Invitation Homes, and  
includes, without limitations, any offices, branches and locations of Defendant IH6  
Property of Washington, LP dba Invitation Homes, as well as any of its attorneys,  
employees, managers, agents, consultants, vendors, contractors, advisors, representatives,  
or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors,  
and assignors.

20. "Plaintiff" means Plaintiff Sarah Hoover.

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 4

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1           21. "File" means all "Documents" or documented "Communications" related to the  
2           "Account" at issue in this case.

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4           **INTERROGATORIES**

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6           **INTERROGATORY NO. 25:**

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8           IDENTIFY all documents in PHH's possession which depict or relate to PHH's  
9           financial statements (including but not limited to) balance sheet, income statement, cash flow  
10          statement.

11

12          **RESPONSE:**

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14          **INTERROGATORY NO. 26**

15

16          IDENTIFY all employees of PHH, with knowledge of the Plaintiff's bankruptcy filing  
17          prior to January 1, 2020, and for each employee so IDENTIFIED, state his or her job title and  
18          the state and location where they work.

19

20          **RESPONSE:**

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22          **INTERROGATORY NO. 27:**

23

24          DESCRIBE in detail all training for BANKRUPTCY POLICIES provided to the  
25          persons identified in response to Interrogatory No. 26, stating the dates on which each such  
26          person attended, and identifying the materials provided to each such person.

27

28          **RESPONSE:**

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30          **INTERROGATORY NO. 28:**

31

32          IDENTIFY employment and salary records of the persons identified in response to  
33          Interrogatory No. 26.

34

35          **RESPONSE:**

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37          SECOND SET OF DISCOVERY TO PHH  
38          Adv No. 20-04002-MJH - 5

39          HENRY & DEGRAAFF, PS  
40          787 Maynard Ave S  
41          Seattle, WA 98104

42          Tel# 206-330-0595 / Fax# 206-400-7609

1           **INTERROGATORY NO. 29:**

2           IDENTIFY the full and complete copies of all servicing manuals, memoranda, notes,  
3 polices, and employee training materials related to reviewing, analyzing, and responding to  
4 Notices of Bankruptcy filings and/or responding to any other correspondence from any party  
5 notifying you of a bankruptcy filing by any method.

6           **RESPONSE:**

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8           **INTERROGATORY NO. 30:**

9           IDENTIFY all consumer complaints from the Consumer Financial Protection Bureau  
10 related to “Loan modification, Collection, Foreclosure” during the time period from January of  
11 2019 to the present. *See* the Consumer Financial Protection Bureau’s Consumer Complaint  
12 Database.

13           **RESPONSE:**

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16           **INTERROGATORY NO. 31:**

17           IDENTIFY your responses to the consumer complaints produced in response to  
18 Interrogatory No. 30.

19           **RESPONSE:**

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21           **INTERROGATORY NO. 32:**

22           IDENTIFY all Risk Convergence Reports created for loans involved in a Chapter 7  
23 bankruptcy from January 1, 2018 and the present. *See* Original Complaint, *Consumer Financial*  
24 *Protection Bureau v. Ocwen Financial Corporation, et al.*, No. 9:17-cv-80495 (S.D.Fla. April  
25 20, 2017), [https://files.consumerfinance.gov/f/documents/20170420\\_cfpb\\_Ocwen-Complaint.pdf](https://files.consumerfinance.gov/f/documents/20170420_cfpb_Ocwen-Complaint.pdf).

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 6

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1 .**RESPONSE:**

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5 **INTERROGATORY NO. 33:**

6 IDENTIFY all consent judgments and/or settlement agreements and consent orders  
7 entered into with the Washington State Attorney General related to your deficiencies in  
foreclosure servicing from January of 2017 to the present.

8 **RESPONSE:**

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11 **INTERROGATORY NO. 34:**

12 IDENTIFY the number of instances where you or your agents were provided with notice  
13 of a bankruptcy filing prior to a nonjudicial foreclosure sale and the nonjudicial foreclosure sale  
14 nonetheless went forward.

15 **RESPONSE:**

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17 **INTERROGATORY NO. 35:**

18 For those instances IDENTIFIED in Interrogatory No. 32, please explain what actions  
19 you or your agents took after the sale.

20 **RESPONSE:**

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23 **INTERROGATORY NO. 36:**

24 IDENTIFY all documents produced by you or your agents in the Civil Investigate  
25 Demands made by the Plaintiff States in connection with the Consent Judgment entered into  
26 with Ocwen/PHH on February 26, 2014. *See* Consent Judgment,

[https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf).

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 7

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Tel# 206-330-0595 / Fax# 206-400-7609

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3 **RESPONSE:**

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**INTERROGATORY NO. 37:**

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IDENTIFY all Compliance Review Quarterly Reports produced by you or your agents to the Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014. *See* Consent Judgment,

9

[https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

10

**RESPONSE:**

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**INTERROGATORY NO. 38:**

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IDENTIFY all Monitor Reports received by you or your agents to the Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014.

16

*See* Consent Judgment,

17

[https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

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**RESPONSE:**

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**INTERROGATORY NO. 39:**

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IDENTIFY any enforcement actions taken by the Plaintiff States against you or your agents in connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014. *See* Consent Judgment,

24

[https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

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**RESPONSE:**

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SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 8

HENRY & DEGRAAFF, PS  
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Seattle, WA 98104

Tel# 206-330-0595 / Fax# 206-400-7609

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2                   **REQUESTS FOR PRODUCTION**

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5                   **REQUEST FOR PRODUCTION NO. 25:**

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8                   Produce all materials (including but not limited to webinars, physical books, electronic  
9 materials or other documents) pertaining to the training and supervision of PHH's employees or  
10 agents as to compliance with foreclosure processes.

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12                   **RESPONSE:**

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15                   **REQUEST FOR PRODUCTION NO. 26:**

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18                   Produce all materials (including but not limited to webinars, physical books, electronic  
19 materials or other documents) pertaining to the training and supervision of PHH's employees or  
20 agents as to compliance with the bankruptcy automatic stay, 11 U.S.C. § 362.

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23                   **REQUEST FOR PRODUCTION NO. 27:**

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26                   Produce all materials (including but not limited to webinars, physical books, electronic  
27 materials or other documents) pertaining to the training and supervision of PHH's employees or  
28 agents as to compliance with PHH's guidelines and/or policies and procedures regarding  
29 nonjudicial foreclosures as to compliance with Washington State laws.

30                   **RESPONSE:**

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SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 9

HENRY & DEGRAAFF, PS  
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Seattle, WA 98104

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2 **REQUEST FOR PRODUCTION NO. 28:**

3 Produce all materials (including but not limited to webinars, physical books, electronic  
4 materials or other documents) pertaining to the training and supervision of QLS and other  
5 foreclosing Trustees for nonjudicial foreclosures in Washington State.

6 **RESPONSE:**

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9 **REQUEST FOR PRODUCTION NO. 29:**

10 Produce all DOCUMENTS showing PHH's net pretax profits for the five years  
11 preceding and including the year the Plaintiff's Complaint was filed.

12 **RESPONSE:**

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15 **REQUEST FOR PRODUCTION NO. 30:**

16 Produce all DOCUMENTS showing PHH's net worth for the five years preceding and  
17 including the year Plaintiff's Complaint was filed.

18 **RESPONSE:**

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21 **REQUEST FOR PRODUCTION NO. 31:**

22 Produce all of PHH's Annual Reports for the five years preceding the year Plaintiff's  
23 Complaint was filed.

24 **RESPONSE:**

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SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 10

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Seattle, WA 98104

Tel# 206-330-0595 / Fax# 206-400-7609

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2 **REQUEST FOR PRODUCTION NO. 32:**

3 Produce all PHH's balance sheets, profit and loss statements, income statements, federal  
4 tax returns with all schedules, and any other document reflecting Defendant's overall financial  
5 condition for the five years preceding the year Plaintiff's Complaint was filed.

6 **RESPONSE:**

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9 **REQUEST FOR PRODUCTION NO. 33:**

10 Produce all DOCUMENTS evidencing other instances where you or your agents were  
11 provided notice of a bankruptcy filing prior to a foreclosure sale and you nonetheless went  
12 forward with the foreclosure sale.

13 **RESPONSE:**

14

15 **REQUEST FOR PRODUCTION NO. 34:**

16 Produce all DOCUMENTS produced by you or your agents in the Civil Investigate  
17 Demands made by the Plaintiff States in connection with the Consent Judgment entered into  
18 with Ocwen/PHH on February 26, 2014. *See* Consent Judgment,

19 [https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf).

20 **RESPONSE:**

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24 **REQUEST FOR PRODUCTION NO. 35:**

25 Produce all Compliance Review Quarterly Reports produced by you or your agents to  
26 the Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH on

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 11

HENRY & DEGRAAFF, PS  
787 Maynard Ave S  
Seattle, WA 98104

Tel# 206-330-0595 / Fax# 206-400-7609

1 February 26, 2014. See Consent Judgment,

2 [https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

3 **RESPONSE:**

7 **REQUEST FOR PRODUCTION NO. 36:**

8 Produce all Monitor Reports sent to the Plaintiff States in connection with the Consent  
9 Judgment entered into with Ocwen/PHH on February 26, 2014. See Consent Judgment,

10 [https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

11 **RESPONSE:**

13 **REQUEST FOR PRODUCTION NO. 37:**

14 Produce any enforcement actions taken by the Plaintiff States against you or your agents  
15 in connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014.

16 See Consent Judgment,

17 [https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

18 **RESPONSE:**

21 Dated: February 23, 2021.

23 HENRY & DEGRAAFF, PS

24 By: /s/ Christina L Henry

25 Christina L Henry, WSBA# 31273

26 Attorneys for Plaintiff

787 Maynard Ave S

Seattle, WA 98104

chenry@hdm-legal.com

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 12

HENRY & DEGRAAFF, PS

787 Maynard Ave S

Seattle, WA 98104

Tel# 206-330-0595 / Fax# 206-400-7609

1 Attorneys for Plaintiff Sarah Hoover

2 ANDERSON SANTIAGO, PLLC

3 By: /s/ Jason D. Anderson

4 Jason D. Anderson, WSBA# 38014

5 Attorneys for Plaintiff

6 787 Maynard Ave S

7 Seattle, WA 98104

8 jason@alkc.net

9 Attorneys for Plaintiff

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SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 13

HENRY & DEGRAAFF, PS  
787 Maynard Ave S  
Seattle, WA 98104

Tel# 206-330-0595 / Fax# 206-400-7609

VERIFICATION

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn on oath, deposes and says:

I have read the within and foregoing answers and responses to Plaintiff's Second Set of Interrogatories Propounded to PHH Mortgage Corporation dba PHH Mortgage Services ("PHH") and know the contents thereof, and believe the same to be true.

signature

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

[PRINT NAME]

**NOTARY PUBLIC** for the State of

Residing at

Residing at \_\_\_\_\_  
My Commission Expires:

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 14

HENRY & DEGRAAFF, PS  
787 Maynard Ave S  
Seattle, WA 98104

Tel# 206-330-0595 / Fax# 206-400-7609

## CERTIFICATE OF SERVICE

I, Christina L Henry, hereby certify that on February 23, 2021, I electronically transmitted the foregoing via email to the following:

McCARTHY & HOLTHUS, LLP  
Attn: Joseph Ward McIntosh  
108 1st Ave S Ste 300  
Seattle, WA 98104-2104  
[jmcintosh@mccarthyholthus.com](mailto:jmcintosh@mccarthyholthus.com)  
Attorney for Quality Loan Service Corp. of Washington

HOUSER, LLP  
Robert W. Norman, Jr.  
600 University St, Ste 1708  
Seattle, WA 98101  
[bnorman@houser-law.com](mailto:bnorman@houser-law.com)  
Attorneys for Defendants PHH Mortgage Corporation, HSBC Bank USA, N.A., as  
Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-2 and NewRez, LLC

SCHWEET LINDE & COULSON, PLLC  
John Anthony McIntosh  
575 S. Michigan St  
Seattle, WA 98108-3316  
[johnm@schweetlaw.com](mailto:johnm@schweetlaw.com)  
Attorneys for Defendant IH6 Property Washington, L.P. dba Invitation Homes

EXECUTED this 23rd day of February 2021 at Bothell, WA

/s/ Christina L Henry  
Christina L Henry, WSBA #31273

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 15

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787 Maynard Ave S  
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